

TREATY RELATED MEASURE (TRM) CONTRIBUTION AGREEMENT

This Agreement dated the 21 day of march, 2019
(Date of signing by DFO's authorized representative to be entered by DFO Staff)

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented
by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND

Kwilmu'kw Maw-Klusuaqn Negotiation Office ((KMKNO) (hereinafter
called "Organization")

OF THE SECOND PART

WHEREAS existing Aboriginal and treaty rights are recognized and affirmed in section 35(1) of
the Constitution Act, 1982;

AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the
existence, nature or scope of Aboriginal or treaty rights, but rather are seeking to collaborate on
the development of a fisheries governance model which reflects, embodies and embraces the
interests of the Mi'kmaq of Nova Scotia;

AND WHEREAS the Parties are both interested in the conservation, protection and management
of aquatic resources;

AND WHEREAS the Parties confirm their commitment to a relationship based on mutual
respect and understanding;

AND WHEREAS DFO agrees to contribute funding to the Organization to support the
Organization in carrying out the Activities in accordance with the terms and conditions of this
Agreement;

NOW THEREFORE the Parties agree as follows:

1. Purpose

1.1. The purpose of this Agreement is to:

- (a) collaborate in the development and establishment of a Fisheries Governance
model; and
- (b) set out the arrangements by which DFO will contribute funding to the
Organization to support the Organization in carrying out the Activities.

2. Interpretation

2.1. The Parties agree that this Agreement:

- (a) does not, and is not intended to, define or extinguish any Aboriginal or treaty
rights and is not evidence of the nature or extent of any Aboriginal or treaty
rights;
- (b) is under the protection of the "Made-in-Nova-Scotia Process" Mi'kmaq – Nova

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Scotia Canada Framework Agreement;

- (c) is made without prejudice to the positions taken by either Party with respect to Aboriginal or treaty rights;
- (d) is not a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*; and
- (e) does not affect any Aboriginal or treaty rights of any other Aboriginal group.

3. Schedules

3.1. The following Schedules form part of the Agreement:

Schedule 1	Definitions	Page 6
Schedule 2	General Terms and Conditions	Page 8
Schedule 3	Financial Management, Payments and Reporting	Page 11
Schedule 4	Description of Eligible Costs for Reimbursement	Page 16
Schedule 5	Activities	Page 18
Schedule 6A	2018-19 Cash Flow Projection of Eligible Costs	Page 27
Schedule 6B	2019-20 Cash Flow Projection of Eligible Costs	Page 28
Schedule 7A	2018-19 Progress Report / Year End Report	Page 29
Schedule 7B	2019-20 Progress Report / Year End Report	Page 33

4. Roles and Responsibilities

- 4.1.** The Parties agree to comply with all the terms and conditions set out in this Agreement and will work together in good faith to implement this Agreement and carry out all its obligations.

5. Contribution Amount

- 5.1.** The Organization will act as recipient and administrator of the Contribution.

- 5.2.** DFO will contribute to the Organization an amount of up to FOUR HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED AND EIGHTY SEVEN dollars (\$448,987.00) in Fiscal Year 2018-2019 and an amount of up to ONE MILLION THREE HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED AND ELEVEN dollars (\$1,389,911.00) in Fiscal Year 2019-2020 and an amount of up to TWO MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED AND NINE dollars (\$2,475,909) in Fiscal Year 2020-2021 and an amount of up to TWO MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED AND EIGHT dollars (\$2,475,908) in Fiscal Year 2021-2022 on the condition that these funds will be used in accordance with the terms and conditions of this Agreement. The total amount of funding for the duration of this agreement shall not exceed SIX MILLION SEVEN HUNDRED NINETY THOUSAND SEVEN HUNDRED AND FIFTEEN dollars (\$6,790,715).

6. Effect and Duration

- 6.1.** This Agreement will come into effect on execution by both Parties and, unless terminated earlier in accordance with section 9, will terminate on March 31, 2022.

7. Amendment

- 7.1. The Parties may amend this Agreement at any time for any reason, but such amendment will have no force or effect unless made in writing and signed by both Parties.

8. Survival

- 8.1. The obligations of the Organization under sections 3 and 12 and subsections 8.1 and 8.2 of Schedule 2 and under subsections 1.5, 1.6, 3.3, 2.5.1 and 2.5.2 of Schedule 3 will survive the expiry or termination of this Agreement.

9. Termination

- 9.1. This Agreement may be terminated by either Party with ten (10) days notice in writing given to the other Party.
- 9.2. Notwithstanding subsection 9.1, this Agreement may be terminated for non-compliance with this Agreement immediately on notice in writing to that effect given to the other Party.

10. Notices and Representatives

- 10.1. Where any information or communication is required to be given under this Agreement, it will be in writing and delivered personally or by courier, registered mail, electronic mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at:

To Organization:

Kwiłmu'kw Maw-Klusuaqn (Mi'kmaq Rights Initiative)
75 Treaty Trail
Truro, NS
B2N 6N8

Attention: Janice Maloney, Executive Director

Telephone: (902) 843-3880

Facsimile: (902) 843-3882

Email: [REDACTED]

To DFO:

Fisheries and Oceans Canada
P.O. Box 1000
1 Challenger Drive
Dartmouth, NS
B2Y 4A2

Attention: Andrew Newbould, Senior Advisor

Telephone: (902) 440-6594

Facsimile: (902) 426-7967

Email: Andrew.Newbould@dfo-mpo.gc.ca

- 10.2. A notice or communication will be deemed to have been received:

- (a) the following business day if sent by facsimile or delivered in person;
- (b) three (3) business days after sending if sent by e-mail;
- (c) five (5) business days after the posting if sent by regular mail; or
- (d) when receipt has been acknowledged by the other Party if sent by courier or

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registered mail.

- 10.3. A Party may change its representative and contact information by giving written notice of the change to the other Party.

11. Ratification

- 11.1. The Organization warrants that the representative who executes this Agreement on behalf of the Organization has authority to bind the Organization for the purposes of this Agreement.
- 11.2. The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of, and to bind, DFO.
- 11.3. Execution of this Agreement by the representatives referred to in subsections 12.1 and 12.2 constitutes ratification of this Agreement by the Organization and DFO.
- 11.4. The Organization warrants that it is a corporation / society duly incorporated and in good standing under the applicable laws of Canada or of a province or a territory of Canada, as the case may be, and will remain in good standing under those laws at all times during the term of this Agreement.

12. Execution and Counterparts

- 12.1. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
- 12.2. This Agreement may be signed in whole or in part by way of facsimile transmission or by e-mail delivery of a PDF data file and the Parties agree to accept and rely upon such facsimile or PDF signature as if it contained original signatures and such facsimile or PDF signature will have the same force and effect as an original document.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written at the beginning of this Agreement.

s.19(1)

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TUJ-2116-212-KAN-01
Kwilmukw Maw-Klusuaqn Negotiation Office

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Fisheries and Oceans

K. Chamberlain
Witness
K. Chamberlain
(Print name)

Robert Lamfrance
Robert Lamfrance
Director General
Indigenous Affairs and Reconciliation
Directorate
Fisheries and Oceans Canada

KWILMU'KW MAW-KLUSUAQN NEGOTIATION OFFICE
by its duly authorized representative



Janice Maloney
Janice Maloney
Executive Director

SCHEDULE 1

DEFINITIONS

In this Agreement:

"Activity" or **"Activities"** means an activity or activities carried out by the Organization set out in the annual Activities table in section 3 of Schedule 5;

"Agreement" means this Agreement and any Schedules attached to it, as amended from time to time in accordance with this Agreement;

"Balance" means an amount equal to the total amount of Contribution received by the Organization from DFO under this Agreement, less the total amount paid or payable by the Organization toward Eligible Costs at the relevant date;

"Capital Acquisition" means a tangible asset that is purchased, constructed, developed or otherwise acquired by the Organization with the Contribution, at a price of one thousand dollars (\$1,000.00) or more exclusive of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or other taxes, having a useful life extending beyond one Fiscal Year and is intended to be used for the purpose of carrying out the Activities;

"Contractual Arrangement" means a binding agreement, financial or otherwise, between two or more parties including any contract, long-term obligation, loan or capital lease;

"Contribution" means the conditional funding that DFO will provide to the Organization up to the amount referred to in subsection 5.2 of this Agreement;

"Eligible Costs" means the categories of costs described in Schedule 4 of this Agreement or otherwise approved by DFO that are incurred by and are paid or payable by the Organization during a Fiscal Year in carrying out the Activities, but does not include any Goods and Services Tax (GST) or Harmonized Sales Tax (HST) paid in relation to those costs for which the Organization may claim reimbursement or exemption;

"Fiscal Year" means the one year period beginning with April 1 of a calendar year and ending with March 31 of the next calendar year;

"Fish" includes:

- a) parts of fish,
- b) shellfish, crustaceans, marine animals and any parts of shellfish, crustaceans or marine animals, and
- c) the eggs, sperm, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals, as defined in the *Fisheries Act*;

"Fishing" means fishing for, catching or attempting to catch Fish by any method, as defined under the *Fisheries Act*;

"Intellectual Property" means all rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including all intellectual creations legally protected through legislation or subject to protection under the law as trade secrets and confidential information;

"Other Entity" includes societies, limited partnerships, partnerships and corporations;

"Parties" means the Organization and DFO and **"Party"** means either one of them;

"Progress Report" means a report on the progress of the Organization in carrying out the Activities during the reporting period to be provided by the Organization in accordance with subsection 3.2 of Schedule 3;

"Recipient Audit" means an independent assessment to provide assurance on the Organization's compliance with this Agreement. The scope of a recipient audit may address any or all financial or non-financial aspects of this Agreement;

"Unexpended Funding" means the amount by which the Contribution paid or payable to the Organization exceeds actual costs incurred to complete the Activities in any Fiscal Year covered by this Agreement; and

"Year End Report" means a report on the results of the Activities carried out by the Organization during the Fiscal Year to be provided by the Organization in accordance with subsection 3.3 of Schedule 3.

SCHEDULE 2

GENERAL TERMS AND CONDITIONS

1. Service Standards

- 1.1. DFO will administer this Agreement in accordance with its service standards.

2. Evaluation

- 2.1. DFO and the Organization may conduct a joint evaluation of the implementation of this Agreement and, when appropriate, DFO may undertake other evaluation procedures.
- 2.2. Following evaluation, this Agreement may be amended in accordance with section 7 of this Agreement or terminated in accordance with section 9 of this Agreement.

3. Confidentiality

- 3.1. Subject to subsections 3.2 and 3.3 of this Schedule and section 2.1(b) of this Agreement, DFO will respect the confidentiality of any information provided by the Organization to, or shared with, DFO in confidence.
- 3.2. Any information provided by or to DFO or shared by or with DFO under this Agreement will be subject to the *Access to Information Act* and the *Privacy Act*.
- 3.3. The Organization acknowledges and agrees that its name, the amount of the Contribution and the general nature of the Activities supported by this Agreement may be made publicly available by Her Majesty the Queen in right of Canada.

4. Intellectual Property and Aboriginal Traditional Knowledge

- 4.1. DFO and the Organization may negotiate the terms by which Intellectual Property and Aboriginal traditional knowledge that is created, gathered or organized by the Organization in carrying out the Activities may be shared.
- 4.2. Any Intellectual Property and Aboriginal traditional knowledge that is created, gathered or organized by the Organization in carrying out the Activities under this Agreement will be owned by the Organization as required or appropriate under any agreement.
- 4.3. Her Majesty the Queen in right of Canada retains the right to obtain and utilize with the permission of the Organization, and without cost, the Intellectual Property and Aboriginal traditional knowledge identified in subsection 4.2 of this Schedule, under the terms negotiated in subsection 4.1 of this Schedule.
- 4.4. In respect of Intellectual Property and Aboriginal traditional knowledge that the Organization does not own, the Organization warrants that it will secure, as appropriate, the rights it requires to meet its obligations under subsection 4.1 of this Schedule.

5. No Employee Relationship, Agency Relationship or Assignment

- 5.1. Nothing in this Agreement, nor any acts of the Organization or of DFO creates or is intended to create an agency, association, employer-employee, or joint-venture relationship between the Organization and Her Majesty the Queen in right of Canada.
- 5.2. Neither Party will at any time hold itself out as acting as an agent of the other Party.
- 5.3. The Organization will not assign this Agreement or any part of it.

6. Conflict of Interest

- 6.1. No member of the House of Commons or the Senate will be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the

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general public.

- 6.2. No individual, for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* apply, will derive any direct benefit from this Agreement unless that individual is in compliance with such legislation and codes. The Organization will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant.

7. Lobbyist Registration

- 7.1. The Organization will ensure that any individual lobbying on its behalf is in compliance with the *Lobbying Act*.

8. Indemnification and Insurance

- 8.1. Where the Organization enters into a Contractual Arrangement in relation to the Activities, the Organization assumes all responsibility, liability and risk arising out of, or related to, either directly or indirectly, the Contractual Arrangement. DFO, in reviewing any Contractual Arrangement entered into by the Organization is not making any representations to the Organization or any third party nor assuming any responsibility for the Contractual Arrangement. The Organization remains entirely responsible for any Contractual Arrangement entered into by it in relation to the Activities and the Organization will have no claim on Her Majesty the Queen in right of Canada related to such Contractual Arrangement.
- 8.2. The Organization will indemnify and save harmless Her Majesty the Queen in right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Organization, any officer, employee, agent or contractor of the Organization, or anyone for whom the Organization is responsible in law, or any or all of them, in carrying out this Agreement or any part of it.
- 8.3. The Organization will purchase, provide and maintain insurance, including third-party liability insurance, suitable to its own requirements and to the Activities carried out by the Organization, or anyone for whom the Organization is responsible for in law, including but not limited to any officer, employee, agent or contractor of the Organization under this Agreement. The Organization is responsible for all short and long term disability insurance and all other operating, training, salary and benefit costs that are not specifically funded under this Agreement.

9. Official Languages

- 9.1. The Organization will respect the spirit and the intent of the *Official Languages Act* when serving the public through the Activities. Linguistic requirements may apply to the Activities depending on the specificity of the regions, locations and/or targeted audiences of the Activities. The Organization, in consultation with DFO, will determine the linguistic obligations resulting from the services provided to the public based on the linguistic composition of the targeted public.

10. Public Acknowledgement and Communications

- 10.1. Subject to subsection 10.2 of this Schedule, the Organization may publicly acknowledge the Contribution provided by DFO under this Agreement in any publication, other media or public information release with respect to the Activities.
- 10.2. Any reproduction of a corporate symbol of the Government of Canada that is used in an acknowledgement by the Organization under subsection 10.1 of this Schedule, will be in a manner satisfactory to the Minister. The Organization will submit the publication, media or public information release, as applicable, to the DFO representative identified in the Notices and Representatives section of this Agreement for approval at least two (2)

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weeks before printing or publication.

11. Issue Resolution

- 11.1. If any issue arises under this Agreement, the Parties will attempt to resolve the issue in a collaborative and informal manner.
- 11.2. Where an issue remains unresolved, the Parties may develop and implement a mutually agreed-to issue resolution process to resolve the issue.

SCHEDULE 3

FINANCIAL MANAGEMENT, PAYMENTS AND REPORTING

1. Financial Management

1.1. Appropriation

- 1.1.1. Any payment under this Agreement is subject to appropriations approved by Parliament, and payments will be terminated or reduced in the event that funds are not available in the Fiscal Year in which payment is to be made.

1.2. Contribution

- 1.2.1. Any interest earned by the Organization on the Contribution or any part of it will be used exclusively for paying Eligible Costs.
- 1.2.2. This Agreement will be amended to add to Schedule 5 any tables and provisions related to the Activities negotiated by the Parties for each Fiscal Years 2018-19, 2019-20, 2020-21, and 2021-22.

1.3. Stacking and Other Financial Assistance

- 1.3.1. DFO supports partnering arrangements under which Aboriginal organizations seek financial assistance from other funding sources. Under the stacking limit, however, funding for an Activity from all federal, provincial, territorial and municipal sources cannot exceed one hundred percent (100%) of the cost of that Activity. If funding is received from government or non-government sources for different items or activities than those described in Schedule 5, or, if those funds supplement DFO supported Activities, subsections 1.3.4(a) and 1.3.4(b) of this Schedule do not apply.
- 1.3.2. The Organization agrees to inform DFO promptly in writing of any additional financial assistance received from other funding sources after the date on which this Agreement is signed for the Activities other than the financial assistance referred to in subsection 1.3.1 of this Schedule or subsection 5.2 of this Agreement.
- 1.3.3. The Organization declares that any financial assistance with respect to the Activities that it has received or will be receiving from other sources, excluding the Contribution, is set out in Schedule 5.
- 1.3.4. If the Organization is to receive, or receives, financial assistance from another funding source for the same item(s) to which DFO contributes for the Activities, then DFO will have the right to require an explanation of the use of the funds received and, subject to subsection 1.3.1, may:
- (a) reduce the Contribution by the amount of assistance for the same item(s); or
 - (b) require payment of an amount equal to the assistance for the same item(s) if the Contribution has already been paid, and upon receipt of notice to repay under this subsection the Organization agrees to repay the amount to the Receiver General for Canada.

1.4. Capital Acquisitions

- 1.4.1. Any Capital Acquisition will, once purchased under this Agreement, become the property of the Organization. The Capital Acquisition will be appropriately maintained and stored so as to maximize its useful life. The Organization will keep an inventory of all Capital Acquisitions made under this Agreement, upon which each item will remain until it reaches the end of its useful life or is otherwise removed from the accounting records or books of the Organization. The Organization will, upon demand, permit DFO access to

this inventory. Any additional restrictions on use and disposal will be set out in Schedule 5.

- 1.4.2. Capital Acquisitions obtained under this Agreement may be considered in future negotiations between DFO and the Organization.

1.5. Records

1.5.1. The Organization will:

- (a) maintain books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles; and
- (b) preserve the books, accounts, records and supporting documentation mentioned in subsection 1.5.1(a) of this Schedule together with reports and any other documents related to the Activities for a period of six (6) years following the end of this Agreement.

1.6. Audit

- 1.6.1. The Organization will, on demand, permit any individual that DFO may designate, to audit, monitor, take copies and extracts from and examine the books, accounts, records, supporting documentation, reports and any other documents referred to in subsection 1.5.1(a) of this Schedule as DFO deems fit, and will provide all necessary access and assistance for the audits and examinations.
- 1.6.2. The Organization will, on demand, permit DFO access to the premises and the books, accounts and records mentioned in subsection 1.5.1(a) of this Schedule to undertake a Recipient Audit to determine compliance with this Agreement.
- 1.6.3. Any discrepancies identified by an audit or examination will be promptly adjusted between the Parties in accordance with subsection 2.5.3 of this Schedule.
- 1.6.4. The Organization will make any of the documentation mentioned in subsection 1.5.1(a) of this Schedule available to the Auditor General of Canada when requested by the Auditor General for the purposes of an inquiry under subsection 7.1(1) of the *Auditor General Act*.

2. Payments

2.1. Requirements Prior to Payments

- 2.1.1. To be eligible for an initial advance, the Organization will provide to DFO, as soon as possible after this Agreement comes into effect and, where the Contribution is for more than one Fiscal Year, prior to the start of each subsequent Fiscal Year covered by this Agreement, a cash flow projection of Eligible Costs that the Organization expects to incur during the Fiscal Year in the form set out in Schedule 6.
- 2.1.2. To be eligible for subsequent advances, the Organization will provide to DFO, in July and November of each Fiscal Year covered by this Agreement, a revised cash flow projection of Eligible Costs that the Organization has incurred and expects to incur during the remainder of the Fiscal Year in the form set out in Schedule 6.
- 2.1.3. If the total Contribution amount is amended for any Fiscal Year covered by this Agreement, the Organization will provide to DFO a revised cash flow projection of Eligible Costs that the Organization expects to incur during the Fiscal Year in the form set out in Schedule 6.

2.2. Payments under the Contribution Agreement

- 2.2.1. All payments are subject to:

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- (a) a current cash flow projection of Eligible Costs being provided by the Organization, in accordance with subsection 2.1 of this Schedule, and approved by DFO;
 - (b) the Activities for the applicable Fiscal Year being set out in section 3 of Schedule 5;
 - (c) the holdback provision in subsection 2.4 of this Schedule; and
 - (d) completion of reporting requirements.
- 2.2.2. Notwithstanding subsection 2.2.1(a) of this Schedule, where this Agreement comes into effect after April 1, 2018, DFO may request that the Organization submit a Progress Report or a Financial Summary in the form set out in Section 1 of Schedule 7 for the Eligible Costs incurred between April 1, 2018 and the date upon which this Agreement comes into effect.
- 2.2.3. Subject to subsection 2.2.1 of this Schedule, for each Fiscal Year covered by this Agreement DFO will provide to the Organization, upon its request, an initial advance payment for up to a six-month period.
- 2.2.4. Subject to subsection 2.2.1 of this Schedule and DFO's approval of any Progress Reports required under subsection 3.2 of this Schedule, subsequent up to six-month advance payments will be made to the Organization upon its request.
- 2.2.5. Where either a Progress Report or a revised cash flow projection of Eligible Costs indicates that the total payments for the reporting period exceed Eligible Costs claimed by the Organization, DFO will deduct the Balance from subsequent payments.
- 2.2.6. Where either a Progress Report or a revised cash flow projection of Eligible Costs indicates that the total Eligible Costs claimed by the Organization for the reporting period exceed payments to the Organization, DFO will reimburse the difference to the Organization.
- 2.3. Annual Final Payment**
- 2.3.1. Following approval of a Year End Report, DFO will pay to the Organization the amount by which the Organization's total Eligible Costs as reported exceed all previous payments made by DFO under this Agreement for that Fiscal Year, up to the maximum Contribution amount for the Fiscal Year.
- 2.3.2. In no event will the annual total of all payments made by DFO under this Agreement exceed the Contribution amount for the Fiscal Year provided for in subsection 5.2 of this Agreement.
- 2.3.3. In no event will DFO make any further payments for the Fiscal Year following the annual final payment referred to in subsection 2.3.1 of this Schedule.
- 2.4. Holdback**
- 2.4.1. For each Fiscal Year covered by this Agreement, a holdback of at least 10 percent (10%) of the Contribution for the applicable Fiscal Year will apply.
- 2.5. Unexpended Funding and Repayments**
- 2.5.1. Subject to subsection 2.5.4 of this Schedule, the Organization will repay to DFO any amount of the Contribution and interest earned thereon not disbursed for Eligible Costs within sixty (60) days of:
- (a) the end of each Fiscal Year covered by this Agreement;
 - (b) the Activities being completed; or

- (c) the Agreement being terminated in accordance with the termination provisions of this Agreement.

2.5.2. The Organization will repay to DFO, immediately upon written request by DFO, any funds paid to the Organization for which DFO, at its sole discretion, determines that unsatisfactory evidence has been furnished by the Organization that the funds have been spent in accordance with this Agreement.

2.5.3. Any amount that the Organization is under obligation to repay will be a debt owing to Her Majesty the Queen in right of Canada and payable to the Receiver General for Canada. Any debt owing will accrue interest in accordance with the *Interest and Administrative Charges Regulations* until the full amount payable has been received.

2.6. Withholding of Payments

2.6.1. Where a Progress Report or a Year End Report does not, in DFO's opinion, contain the necessary information to substantiate Eligible Costs incurred and Activities undertaken, DFO may, at its discretion, withhold any payment to be made to the Organization pending receipt by DFO of the required information.

2.6.2. Where a Year End Report is not provided within the timeframe set out in subsection 3.3.1 of this Schedule, DFO will withhold any payment to be made to the Organization pending receipt by DFO of the report.

2.7. Debts Owed the Crown

2.7.1. The Organization will promptly declare in writing any amount it owes to the Crown under any legislation or other funding agreement, and any such amount is a debt due and payable to Her Majesty the Queen in right of Canada and may thereafter be set off against any amount payable by DFO to the Organization.

3. Reporting

3.1. Reporting Requirements

3.1.1. The Organization will provide to DFO the products/reports that are set out in Schedule 5 in the form set out in Schedule 7.

3.1.2. DFO may, at its discretion and upon its written request, require the Organization to provide additional information on Activities or results to supplement Progress Reports and Year End Reports.

3.1.3. In the event that the Organization determines that a product/report will not be completed, the Organization will immediately notify DFO in writing. The Organization and DFO will discuss appropriate action and this Agreement may be amended accordingly to reflect the agreement.

3.2. Progress Reports

3.2.1. The Organization will submit a Progress Report, in the form set out in Schedule 7, covering the period April 1 to September 30 in each Fiscal Year covered by this Agreement.

3.2.2. The Organization may, at its discretion, submit a Progress Report at any time in the form set out in Schedule 7.

3.2.3. DFO may, at its discretion, require the Organization to submit a Progress Report at any time in the form set out in Schedule 7.

3.3. Year End Reports

- 3.3.1. Within sixty (60) days following the end of each Fiscal Year covered by this Agreement, the Organization will submit to DFO a Year End Report in the form set out in Schedule 7,

SCHEDULE 4

DESCRIPTION OF ELIGIBLE COSTS FOR REIMBURSEMENT

This Schedule is intended to support the determination of Eligible Costs and is not intended to replace or modify the elements of the annual Activity table(s) in Schedule 5 or any cost breakdown included therein.

In the event of any conflict of interpretation arising out of this Schedule and the annual Activity table(s) in Schedule 5 the contents of the annual Activity table(s) in Schedule 5 will prevail.

- 1) Administration:
 - a) administrative expenses (e.g. phone, fax, internet, other utilities, bank fees, office supplies and materials)
 - b) GST or HST paid that is not eligible for reimbursement or exemption
 - c) bank interest fees if incurred where DFO is at fault
- 2) Audit
 - a) costs incurred in carrying out an audit of financial statements associated with this Agreement
- 3) Communications:
 - a) meeting expenses (e.g. hall, rent, supplies, hospitality)
 - b) outreach materials (e.g. printing costs, web sites)
- 4) General Operating Expenses:
 - a) repair and maintenance of equipment, facilities, vessels and vehicles related to this Agreement
 - b) operating expenses for equipment, vessels and vehicles for non-commercial enterprises
- 5) Insurance:
 - a) insurance expenses related to Activities under this Agreement
- 6) Professional Services:
 - a) contracted and professional service costs other than travel or litigation costs.
 - b) consultation costs
 - c) legal fees related to this Agreement (excluding litigation costs)
- 7) Property, Plant and Equipment:
 - a) purchase, lease or rental of equipment, supplies and materials
 - b) purchase, lease, rental or construction of facilities (e.g. storage and mobile accommodation, but excluding rolling stock, wharfage and administrative buildings) in support of the Activities
 - c) construction of new vessels and/or gear
- 8) Rental of Space/Accommodations:
 - a) office lease or rent
- 9) Salaries, Wages and Related Costs:
 - a) human resource costs, including salaries and benefits (in-house)
- 10) Training:
 - a) training fees and expenses, including materials
- 11) Travel:
 - a) travel and related expenses for contracted professional service providers or other non-employees

b) travel and related expenses for employees

Costs other than those herein allowed are ineligible, unless specifically approved, in writing, by the individual in DFO with agreement signing authority.

SCHEDULE 5

ACTIVITIES

1. Multi-year Work Plan

- 1.1 The funding provided under this agreement is specifically for the tasks and results identified in the work plan and will not be counted against any agreement on the recognition of rights that may result from the work performed under this agreement.
- 1.2 The funding for this agreement is exclusive to this agreement, and in no way will this funding affect or impact the current DFO program funding to the First Nations in Nova Scotia, or the AAROM organizations.
- 1.3 The following work plan sets out the planned distribution of funding for the Activities to be undertaken during the term of this Agreement. The annual work plan will specify the Activities to be undertaken in each Fiscal Year covered by this Agreement.

Funds Needed to Complete the Activities	
April 1, 2018 - March 31, 2019	April 1, 2019 - March 31, 2020
\$448,987	\$1,389,911
April 1, 2020 - March 31, 2021	April 1, 2021 - March 31, 2022
\$2,475,909	\$2,475,908
Multi-year Work Plan	
KEY ELEMENT A: COLLABORATIVE PLANNING, DIALOGUE AND ENGAGEMENT	
<p>Description: Collaborative Planning</p> <p><i>The work identified under this project as a whole will be in preparation and under the participation in at the negotiation table and as such will be "Confidential, without prejudice and under the protection of the February 23, 2017 Mi'kmaq -Nova Scotia -Canada Framework Agreement" and not for consultation.</i></p> <ul style="list-style-type: none"> This project seeks to set in motion a multi-phased, multi-year Mi'kmaq Fishery Strategy that is will focus on development and the testing of Mi'kmaq fishery governance that is culturally appropriate and meets the unique needs of the Mi'kmaq. This proposal will set in motion the development of a Mi'kmaq fishery team that will build the foundation that will dialogue with our communities to identify the projects that can test the Mi'kmaq governance system and guide the Mi'kmaq in the development of Rights Reconciliation Agreement with Canada and Nova Scotia. KMKNO will hire the human resource capacity; <ul style="list-style-type: none"> <u>Mi'kmaq Fishery Team Leader</u> - this person will work with Chiefs and Council and lead the file. <u>Mi'kmaq Project Support</u> -- will provide project support, through developing proposals and proposal implementation and follow through. <u>Administrations Support</u> -- to assist in the minute taking, coordination of meetings, community meetings, leadership meeting, correspondence, file management. <u>Communications</u> -- social media, briefing notes to community and leadership; <u>Translator</u>- to translate at Mi'kmaq community meeting, Mi'kmaq leadership meetings, written documentation translation, communication items translation. Community driven process - this support the essential component of identifying and articulating the priorities of the Mi'kmaq governance. The team will organize a series of meetings for them and the Mi'kmaq Negotiation team will gather information, develop frameworks, projects and implement. The groups that they will meet with will be the Assembly of Nova Scotia Chiefs; all the Chiefs and Councils; the Nova Scotia Grand Council (the traditional leadership of Mi'kmaki); the 13 Mi'kmaq communities -- these will be community meetings; the Mi'kmaq community fish managers; the Mi'kmaq organizations that work on science, fishery, or cultural items. These meeting will be held with each of as focus groups and will help identify issues and confirm strategy. The in person dialogue is essential to the Mi'kmaq as it is culturally appropriate. Other communications; as Mi'kmaq youth expand it is necessary to use other forms of communications for all beneficiaries this will entail communication through social media and other forms of electronic communications. 	

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Funds Needed to Complete the Activities
<ul style="list-style-type: none"> Beneficiaries' identification and enrolment process and ratification - there will be a need to define who will be identified as a beneficiary to the process, an enrolment process developed and discussion on a ratification process. This would have to continue in line with the main table discussions. Work plans based on the outcome of the community outreach sessions undertaken in fiscal year 2018-2019 and 2019-2020 will be developed for fiscal year 2020-2021 and 2021-2022 by the end of fiscal 2019-2020 and this agreement will be amended to reflect them.

2. Annual Work Planning Process

- 2.1. An annual work planning process will be undertaken jointly by the Parties. This Schedule may be amended, in accordance with the amendment provisions of this Agreement, to reflect the outcome of those discussions.

3. Activities

3.1. Annual Work Plan for Fiscal Year 2018-2019

- 3.1.1. The scope and methodology of the Activities will be in accordance with the Treaty Related Measures Funding Agreement.

Annual Work Plan for Fiscal Year 2018-2019		
KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP		
Key Element A / Activity 1:	Governance and Administration	ESTIMATED COST \$291,537.00
Task Description:		
<ul style="list-style-type: none"> Secure office space and supporting infrastructure: Office spaces will be required to house Mi'kmaq Fishery team once they are hired. The team will be comprised of the list below. Hiring of the following staff, which will include development of position descriptions and postings: <ul style="list-style-type: none"> 1 Mi'kmaq Fishery Team Leader - this person will work with Chiefs and Council and lead and advise the mi'kmaq fish team. Will work with negotiation team to advise and assist. 1 Communications staff - To develop communication materials for community members, social media, briefing notes, speaking notes, videos, pamphlets. 1 Mi'kmaq Program Developer - To assist in the development of policy, proposal, project implementation. 1 Administrator to assist in taking of minutes, correspondence, file management, setting up community meetings, lead ship meetings, other required meetings, etc. 1 Translator - translate community meetings leadership meeting, writing documents for communications items documentations translations etc. Legal <ul style="list-style-type: none"> In house Legal: review of all documents and provision of advice on activities under the process, which will include quarterly review meetings and various facilitated sessions. Mi'kmaq Senior Advisor services throughout the project. Financial management and oversight of budget. Progress and final reports to be prepared for DFO. Dialogue with Mi'kmaq Leadership to obtain input and direction on project. Attend various meetings. 		
Expected Results:		
<ul style="list-style-type: none"> Agreement is effectively administered and managed. Staff and professional services are in place. Mi'kmaq leadership is engaged and direction has been provided. Phase 2 has been understood and can be articulated. 		
Products/Reports to provide to DFO:		
<ul style="list-style-type: none"> Copy of job postings Update on staffing List of meetings including the number of attendees 		

Key Element A / Activity 2:	Communications and Outreach	ESTIMATED COST \$16,000.00
Task Description:		
<ul style="list-style-type: none"> Begin the work on the website development and implement in Year 2. Develop communication material and share with membership and others. 		
Expected Results:		
<ul style="list-style-type: none"> Communication materials developed and shared Community discussions held 		
Products/Reports to provide to DFO:		
<ul style="list-style-type: none"> List of communication material produced, and where appropriate, copies of external and public communication material. 		
Key Element A / Activity 3:	Community Outreach	ESTIMATED COST \$141,450.00
Task Description:		
<ul style="list-style-type: none"> Hold several Fisheries Managers meetings to further discuss the Fish Governance. Hold a Planning and Priorities Committee meeting to set the agenda for the Strategic Planning Session with the Assembly. Hold a two-day Strategic planning Session with the Assembly to work on the direction and planning of the fisheries file. 		
Expected Results:		
<ul style="list-style-type: none"> Input on development of the Mi'kmaq Fisheries Strategy is captured. 		
Products/Reports to provide to DFO:		
<ul style="list-style-type: none"> List of meetings including the number of attendees 		

3.2. Annual Work Plan for Fiscal Year 2019-2020

3.2.1. The scope and methodology of the Activities will be in accordance with the Treaty Related Measures Funding Agreement.

Annual Work Plan for Fiscal Year 2019-2020		
KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP		
Key Element A / Activity 1:	Governance and Administration	ESTIMATED COST \$845,675.00
Task Description:		
<ul style="list-style-type: none"> Ongoing implementation of the project. Legal <ul style="list-style-type: none"> In house Legal: review of all documents and provision of advice on activities under the process, which will include quarterly review meetings and various facilitated sessions. Mi'kmaq Lawyer's Committee review of legal and technical aspects of the NS Mi'kmaq Enrollment Process and Appeals Process. This committee is comprised of the Mi'kmaq Lawyers that are assembled by the Assembly to review the different process in which the Mi'kmaq are engaged. These Mi'kmaq individuals are Members of the NS Barristers society and of our NS Mi'kmaq Communities and have a confidence level with Assembly and community members when they review the activities. Mi'kmaq Senior Advisor services throughout the project. Financial management and oversight of budget. Progress and final reports to be prepared for DFO. Dialogue with Mi'kmaq Leadership to obtain input and direction on project. Attend various meetings 		
Expected Results:		
<ul style="list-style-type: none"> Agreement is effectively administered and managed. Mi'kmaq leadership is engaged and direction has been provided 		
Products/Reports to provide to DFO:		
<ul style="list-style-type: none"> List of meetings including the number of attendees 		

Key Element A / Activity 2: \$12,500.00	Communications and Outreach	ESTIMATED COST
Task Description: <ul style="list-style-type: none"> • Ongoing website maintenance and update. • Develop communication material and share with membership and others. Expected Results: <ul style="list-style-type: none"> • Communication materials developed and shared • Community discussions held Products/Reports to provide to DFO: <ul style="list-style-type: none"> • List of communication material produced, and where appropriate, copies of external and public communication material. 		
Key Element A / Activity 3:	Review of Mi'kmaq Enrollment Process	ESTIMATED COST \$41,400.00
Task Description: <ul style="list-style-type: none"> • Facilitated review of Mi'kmaq Enrollment Process with Mi'kmaq membership. Clerks will include two 1-day meeting and a two-day facilitated meeting with guest speakers. • Identify procedural gaps that must be addressed in the enrollment process and identify the process for working with membership clerks and communities when the enrollment process is in place. Expected Results: <ul style="list-style-type: none"> • Procedural gaps for working with membership clerks and communities in the enrollment process are identified. • Legal gaps in the enrollment process are identified and work towards addressing them. • Mi'kmaq traditional legal practices are included within the work. Products/Reports to provide to DFO: <ul style="list-style-type: none"> • List of meetings including the number of attendees 		
Key Element A / Activity 4: \$490,336.00	Community Outreach	ESTIMATED COST
Task Description: <ul style="list-style-type: none"> • Meeting with Band Councils to get feedback and discuss implementation of the fish governance and Mi'kmaq Enrollment Process. • Hold a variety of meetings and discussions with Community members, Mi'kmaq leadership, Organisation Committee and Fishery Managers to further discuss the Fish Governance including Mi'kmaq Enrollment Process. • Plan and hold a two-day Facilitated workshop with members of the Grand Council to seek their input on development of the Mi'kmaq Fisheries Strategy. The Grand Council is the traditional leadership of the Mi'kmaki. They are the traditional leaders that our community members and our leadership look to for both spiritual and political advice. • Hold a two-day fish symposium with Chiefs and Council members to review Mi'kmaq Fisheries Strategy, review beneficiary process/enrollment process and confirm priorities, direction & strategic plan. Expected Results: <ul style="list-style-type: none"> • Input on development of the Mi'kmaq Fisheries Strategy is captured. Products/Reports to provide to DFO: <ul style="list-style-type: none"> • List of meetings including the number of attendees 		

4. Movement of Funds

4.1.1. The total funding amount per DFO Eligible Costs category represents an estimate and may increase or decrease by five percent (5%) per DFO Eligible Costs category per Fiscal Year without requiring prior DFO approval except where, in section 5 of this Schedule, it is followed by an asterisk (*), which indicates that the amount is the total maximum payable for the planned expenditure. In no event will the annual total of all payments made by DFO under this Agreement exceed the Contribution amount for the Fiscal Year provided for in subsection of this Agreement.

4.1.2. For funding increases or decreases in excess of five percent (5%) per DFO Eligible Costs category per Fiscal Year, the Organization will submit a request in writing to Andrew

Newbould (Andrew.Newbould@dfo-mpo.gc.ca). The movement of funding between DFO Eligible Costs categories is subject to prior DFO approval.

5. Budget

5.1. Summary for Fiscal Year 2018-2019

TABLE 1a

DFO Eligible Costs Category (as described in Schedule 4)	Total
1) Administration	\$42,467.00
2) Audit	\$2,500.00
3) Communications	\$31,100.00
4) General Operating Expenses	\$0.00
5) Insurance	\$7,500.00
6) Professional Services	\$138,500.00
7) Property, Plant and Equipment	\$30,000.00
8) Rental of Space/Accommodations	\$8,500.00
9) Salaries, Wages and Related Costs	\$73,070.00
10) Training	\$0.00
11) Travel	\$115,350.00
TOTAL	\$448,987.00

5.2. Summary for Fiscal Year 2019-2020

TABLE 1b

DFO Eligible Costs Category (as described in Schedule 4)	Total
1) Administration	\$134,155.00
2) Audit	\$3,500.00
3) Communications	\$100,756.00
4) General Operating Expenses	\$0.00
5) Insurance	\$9,000.00
6) Professional Services	\$162,500.00
7) Property, Plant and Equipment	\$0.00
8) Rental of Space	\$51,000.00
9) Salaries, Wages and Related Costs	\$406,920.00
10) Training	\$0.00
11) Travel	\$522,080.00
TOTAL	\$1,389,911.00

TABLE 2a

Planned Funding from Other Sources—2018-2019				
Activity #	Name of Organization (and project name, if applicable)	Funding Amount	Application Submitted? (Y / N)*	Status (P / R / C)*
I	Name Source	\$0	Y	C
TOTAL		\$0		

*Y = yes; N = no; P = pending; R = rejected; C = confirmed

TABLE 2b

Planned Funding from Other Sources - 2019-2020				
Activity #	Name of Organization (and project name, if applicable)	Funding Amount	Application Submitted? (Y / N)*	Status (P / R / C)*
1	Name Source	\$0	Yes	C
TOTAL		\$0		

*Y = yes; N = no; P = pending; R = rejected; C = confirmed

TABLE 3a – Costing by Activity - 2018-2019

Expenditure category	Budget	Notes
Key Element A - /Activity 1 Governance and Administration		
Administration	\$42,467.00	Software licences, telephones, office supplies, printers, fax, utilities, mail, use of common services such as accounting services and HR.
Audit	\$2,500.00	Audit costs
General Operating	\$0	-
Insurance	\$7,500.00	Building, contents and liability
Professional Services	\$43,500.00	Legal fees (\$37,500), Senior Mi'kmaq Advisor (\$6,000)
Professional Services	\$75,000.00	Dr. Fred Wein, revisit Fish as Food Study
Property, Plant and Equipment	\$30,000.00	Computers and licences, desk and chairs for 4 staff, purchase of cell phones
Rental of Space	\$8,500.00	office space 3000 sq. ft. @ \$17/sq ft (3 months)
Salaries, wages and related costs	\$73,070.00	project staff
Training	\$0	
Travel	\$9,000.00	Travel expenses (\$1,500/month/2 staff X 3months = \$9,000)
Sub-total	\$291,537.00	
Key Element A - /Activity 2 Communications and Outreach		
Salaries, wages and related costs	\$0	Covered under A-1
Communications	\$1,000.00	newsletters, mail outs, advertisements
Travel	\$0	
Professional Services	\$15,000.00	Website development and branding
sub-total	\$16,000.00	
Key Element A - /Activity 3 Community Outreach		
Communications	\$30,100.00	Meeting space, hospitality for Personnel meetings (3) - \$750.00; 2 day Assembly Strategic Planning meeting (\$14,000); Fish Managers Committee monthly meetings (\$14,400); printed materials and supplies (\$950).
Travel	\$106,350.00	Personnel meetings (3) - \$17,250; Assembly Meeting (\$35,100); Planning and Priorities (\$6,000); Fish Managers Committee monthly meetings (\$48,000);
Salaries, wages and related costs	\$0	Covered under A-1

Professional Services	\$5,000.00	Facilitation Services Assembly Strategic Planning meeting
sub-total	\$141,450.00	
GRAND TOTAL	\$ 448,987.00	

Note: Travel costs will not exceed those set out in the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>)

TABLE 3b – Costing by Activity – 2019-2020

Expenditure category	Budget	Notes
Key Element A - /Activity 1 Governance and Administration		
Administration	\$134,155.00	Telephones, office supplies, printers, fax, utilities, mail, use of common services such as accounting services and HR.
Audit	\$3,500.00	Audit costs
Communications	\$5,100.00	Room rental and hospitality Mik'maq Legal committee
Professional Services	\$146,000.00	Legal fees (\$110,000) - reviewing policies/legal documents, licences, letters, etc. - Budget based on previous year's expenses; Mi'kmaq Senior Advisor (\$36,000)
Rental of Space	\$51,000.00	office space (3000 sq ft. @ \$17/sq ft X 12 months)
Salaries, wages and related costs	\$406,920.00	Salaries for KMK staff
Travel	\$90,000.00	Staff travel (based on \$1,500/month per staff member = \$54,000); Mi'kmaq Legal Committee meetings (4 1-day meetings X 15 attendees - \$36,000)
General Operating	\$0	
Insurance	\$9,000.00	Insurance (building, contents and liability)
Sub-total	\$845,675.00	
Key Element A - /Activity 2 Communications and Outreach		
Salaries, wages and related costs	\$0.00	Covered under A-1
Communications	\$5,000.00	Newsletter mail outs, advertisements
Travel	\$0	
Professional Services	\$7,500.00	Website maintenance
sub-total	\$12,500.00	
Key Element A - /Activity 3 Review of Mi'kmaq Enrollment Process		
Communications	\$6,200.00	Meeting room and hospitality for Membership clerks meetings
Travel	\$31,200.00	2 1-day meetings; 1 2-day meeting X 13 attendees
Salaries, wages and related costs	\$0	Covered under A-1
Professional Services	\$4,000.00	Facilitation services for all 3 meetings
sub-total	\$41,400.00	
Key Element A - /Activity 4 Community Outreach		

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Communications	\$84,456.00	Meeting space, hospitality for Assembly Strategic Planning meeting (\$4,800); Planning and priorities meeting (1,920); Monthly community committee (\$20,800); Fish Managers Committee monthly meetings (\$20,800); Operations Committee monthly meetings (\$8,000); Fish symposium (\$15,000); Grand Council meeting (\$12,776).
Travel	\$400,880.00	Assembly Meeting (\$11,700); Planning and Priorities (\$4,080); Community Committee monthly meetings (approximately 12 people for 12 meetings - \$104,000); Fish Managers Committee monthly meetings (approximately 12 people for 12 meetings - \$104,000); Organizations Committee monthly meetings (\$40,000); Fish Symposium (\$97,500); Grand Council (\$39,600)
Salaries, wages and related costs	\$0	Covered under A-1
Professional Services	\$5,000.00	Facilitation Services at Fish Symposium and Grand Council meeting
sub-total	\$490,336.00	
GRAND TOTAL	\$1,389,911.00	

Note: Travel costs will not exceed those set out in the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>)

Table 4a – Costing of Salaries, Wages and Professional Services – 2018-2019

Expenditure	Amount (\$)	Job Title	Term of Employment	Period/Rate
Activity 1 - Governance and Administration - HR				
Salaries, wages and related costs	\$19,737.00	Project Manager	Full-time	Permanent
Salaries, wages and related costs	\$12,860.00	Communications Officer	Full-time	Permanent
Salaries, wages and related costs	\$16,448.00	Researcher	Full-time	Permanent
Salaries, wages and related costs	\$12,262.00	Administrator	Full-time	Permanent
Salaries, wages and related costs	\$11,763.00	Translator	Full-time	Permanent
Professional Services	\$37,500.00	Legal	Contract	\$500/hour X 75 hours
Professional Services	\$6,000.00	Senior Mi'kmaq Advisor	Contract	\$600/meeting
Professional Services	\$75,000.00	Dr. Fred Wien	Contract	Completion of report
Sub-total	\$191,570.00			
Activity 2 – Communications and Outreach				
Professional Services	\$15,000.00	Website development	Contract	New website
Sub-total	\$15,000.00			
Activity 3 – Community Outreach				
Salaries, wages and related costs	\$0	Covered under A-1	Full-time	Permanent
Professional Services	\$5,000.00	Facilitation Services	Contract	4 meetings

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Sub-total	\$5,000.00			
TOTAL	\$211,570.00			

Table 4b – Costing of Salaries, Wages and Professional Services – 2019-2020

Expenditure	Amount (\$)	Job Title	Term of Employment	Period/Rate
Activity 1 – Governance and Administration				
Salaries, wages and related costs	\$111,396.00	Project Manager	Full-time	Permanent
Salaries, wages and related costs	\$88,599.00	Research	Full-time	Permanent
Salaries, wages and related costs	\$71,250.00	Communications Officer	Full-time	Permanent
Salaries, wages and related costs	\$69,150.00	Administrator	Full-time	Permanent
Salaries, wages and related costs	\$66,525.00	Translator	Full-time	Permanent
Professional Services	\$110,000.00	Legal	Contract	\$500/hour X 220 hours
Professional Services	\$36,000.00	Senior Mi'kmaq Advisor	Contract	\$600/meeting
Sub-total	\$552,920.00			
Activity 2 – Communications and Outreach				
Salaries, wages and related costs	\$0	Included in A-1		
Professional Services	\$7,500.00	Website maintenance	Contract	Annual rate
Sub-total	\$7,500.00			
Activity 3 – Review of Mi'kmaq Enrollment Process				
Salaries, wages and related costs	\$0	Included in A-1		
Professional Services	\$4,000.00	Facilitation services	Contract	3 meetings
Sub-total	\$4,000.00			
Activity 4 – Community Outreach				
Salaries, wages and related costs	\$0	Included in A-1		
Professional Services	\$5,000.00	Facilitation services	Contract	4 meetings
Sub-total	\$5,000.00			
TOTAL	\$569,420.00			

SCHEDULE 6A

CASH FLOW PROJECTION OF ELIGIBLE COSTS

Fiscal Year 2018-2019

- ☐ Original
- ☐ Revised as of _____

MONTH	\$ AMOUNT Current Fiscal Year
April	
May	
June	
July	
August	
September	
October	
November	
December	
January	\$169,662
February	\$139,662
March	\$139,663
TOTAL	\$448,987

SCHEDULE 6B **CASH FLOW PROJECTION OF ELIGIBLE COSTS**

Fiscal Year 2019-2020

- ☐ Original
- ☐ Revised as of _____

MONTH	\$ AMOUNT Current Fiscal Year
April	\$94,789
May	\$108,499
June	\$108,499
July	\$94,789
August	\$94,789
September	\$108,499
October	\$265,025
November	\$108,499
December	\$94,789
January	\$108,499
February	\$108,446
March	\$94,789
TOTAL	\$1,389,911

NOTES:

1. Please provide the monthly breakdown of Eligible Costs for prior and future months and only for months for which Activities are planned. The total amount for the current Fiscal Year should equal the Contribution amount for the applicable Fiscal Year. The original monthly cash flow projection amounts must reconcile with amounts detailed in the table for the applicable Fiscal Year in section 2 or 4 of Schedule 5.
2. Future advance payments will be calculated in accordance with the cash flow projection of Eligible Costs and subsection 2.2 of Schedule 3 up to the maximum amount.
3. The cash flow projection of Eligible Costs may be amended at any time without a formal amendment to this Agreement.
4. Future payments may not be processed without an amended cash flow projection of Eligible Costs if the financial position of the Organization changes from the original budget forecast (under or over budget).

SCHEDULE 7A

PROGRESS REPORT / YEAR END REPORT

Fiscal Year:	2018-2019
Name and Address of Organization:	Kwilmu'kw Maw-Klusuaqn (Mi'kmaq Rights Initiative) 75 Treaty Trail Turo, NS B2N 6N8
Agreement Number:	TRM-2018-2022-KMK-01
Amount of Approved Contribution for Fiscal Year:	\$448,987.00

Reporting period: from: _____ to: _____

Type of report: <input type="checkbox"/> Progress Report <input type="checkbox"/> Year End Report	Purpose of report: <input type="checkbox"/> Request for advance payment * <input type="checkbox"/> Request for reimbursement <input type="checkbox"/> Release holdback <input type="checkbox"/> Other: _____ Also submit a revised cash flow projection of Eligible Costs in the form set out in Schedule 6 of the Agreement.
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Section 1 – Financial Summary

TABLE 1.0

DFO Eligible Costs category	Budgeted amount	Funds received year to date (fill in total only)	Expenses for current reporting period	Expenses year to date (includes current reporting period)
1) Administration	\$42,467.00			
2) Audit	\$2,500.00			
3) Communications	\$31,100.00			
4) General Operating Expenses	\$0.00			
5) Insurance	\$7,500.00			
6) Professional Services	\$138,500.00			
7) Rental of Space/Accommodations	\$30,000.00			
8) Property, Plant and Equipment	\$8,500.00			
9) Salaries, Wages and Related Costs	\$73,070.00			
10) Training	\$0.00			
11) Travel	\$115,350.00			
TOTAL	\$448,987.00			

** When receiving funding from other sources please fill in Table 1.2 below.

Where there is an anticipated/actual over-threshold or under-threshold status for a given Eligible Costs category that exceeds the established threshold set out in the table in section 5 of Schedule 5 the applicable Fiscal Year, please explain:

* Please contact Andrew Newbould (Andrew.Newbould@dfo-mpo.gc.ca) to discuss how to address any budget deviation and whether a movement of funds or retention of funds will be required.

Total funding provided from all other sources. When receiving funding from other sources please provide details below:

* P = pending; R = rejected; C = confirmed

Activities From Section 3 of Schedule 3	Status: (in measurable terms)
KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP	
Activity A-1: Governance and Administration Task Description: <ul style="list-style-type: none"> Secure office space and supporting infrastructure: Office spaces will be required to house Mi'kmaq Fishery team once they are hired. The team will be comprised of the list below. Hiring of the following staff, which will include development of position descriptions and postings: <ul style="list-style-type: none"> 1 Mi'kmaq Fishery Team Leader - this person will work with Chiefs and Council and lead and advise the Mi'kmaq fish team. Will work with negotiation team to advise and assist. 	Tasks: [Provide status by individual task as set out in the task description.]

Activities From Section 3 of Schedule 5	Status * (in measurable terms)
<ul style="list-style-type: none"> ○ 1 Communications staff – To develop communication materials for community members, social media, briefing notes, speaking notes, videos, pamphlets. ○ 1 Mi'kmaq Program Developer - To assist in the development of policy, proposal, project implementation. ○ 1 Administrator to assist in taking of minutes, correspondence, file management, setting up community meetings, lead ship meetings, other required meetings, etc. ○ 1 Translator – translate community meetings leadership meeting, writing documents for communications items documentations translations etc. • Legal <ul style="list-style-type: none"> ○ In house Legal: review of all documents and provision of advice on activities under the process, which will include quarterly review meetings and various facilitated sessions. • Mi'kmaq Senior Advisor services throughout the project. • Financial management and oversight of budget. • Progress and final reports to be prepared for DFO. • Dialogue with Mi'kmaq Leadership to obtain input and direction on project. • Attend various meetings. <p>Products/Reports to provide to DFO:</p> <ol style="list-style-type: none"> 1. Copy of job postings 2. Update on staffing 3. List of meetings including the number of attendees 	<p>Products/Reports: *</p> <p>[Insert the title of the product/report and provide a copy of it by hardcopy, CD, DVD or hyperlink when it has been completed.]</p>
<p>Activity A-2: Communications and Outreach</p> <p>Task Description:</p> <ul style="list-style-type: none"> • Begin the work on the website development and implement in Year 2. • Develop communication material and share with membership and others. <p>Products/Reports to provide to DFO:</p> <ol style="list-style-type: none"> 4. List of communication material produced, and where appropriate, copies of external and public communication material 	<p>Tasks:</p> <p>Products/Reports: *</p>
<p>Activity A-3: Community Outreach</p> <p>Task Description:</p> <ul style="list-style-type: none"> • Hold several Fisheries Managers meetings to further discuss the Fish Governance. • Hold a Planning and Priorities Committee meeting to set the agenda for the Strategic Planning Session with the Assembly. • Hold a two-day Strategic planning Session with the Assembly to work on the direction and planning of the fisheries file. <p>Products/Reports to provide to DFO:</p> <ol style="list-style-type: none"> 5. List of meetings including the number of attendees 	<p>Tasks:</p> <p>Products/Reports: *</p>

* Please insert the title of the product/report in the status section and provide a copy of it by hardcopy, CD, DVD or hyperlink when it has been completed.

TABLE 2.1

For any product/report that did/will not meet the planned timeframe for completion, please explain (add rows as required):

<i>Expected Product/Report</i>	<i>Explanation for delay</i>

Section 3 - Confirmation

Please complete the following:

I hereby confirm that the information provided in this report, including all attachments, is accurate to the best of my knowledge and that I am authorized to sign this report on behalf of the Organization.

<< Option 1: hard copy signature >>

Name: _____

Position: _____

Signature: _____ Date: _____

(contribution agreement authority)

<< Option 2: electronic – check box >>

☐ I have read and agree with the above statements.

Name: _____

Position: _____

SCHEDULE 7B

PROGRESS REPORT / YEAR END REPORT

Fiscal Year	2019-2020
Name and Address of Organization	Kwilmu'kw Maw-Klusuaqn (Mi'kmaq Rights Initiative) 75 Treaty Trail Truro, NS B2N 6N8
Agreement Number	TRM-2018-2022-KMK-01
Amount of Approved Contribution for Fiscal Year	\$1,389,911.00

Reporting period: from: _____ to: _____

Type of report: <input type="checkbox"/> Progress Report <input type="checkbox"/> Year-End Report	Purpose of report: <input type="checkbox"/> Request for advance payment * <input type="checkbox"/> Request for reimbursement <input type="checkbox"/> Release holdback <input type="checkbox"/> Other: _____ Also submit a revised cash flow projection of Eligible Costs in the form set out in Schedule 6 of the Agreement.
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Section 1 – Financial Summary

TABLE 1.0

<i>DFO Eligible Costs category</i>	<i>Budgeted amount</i>	<i>Funds received year to date (fill in total only)</i>	<i>Expenses for current reporting period</i>	<i>Expenses year to date (includes current reporting period)</i>
1) Administration	\$134,155.00			
2) Audit	\$3,500.00			
3) Communications	\$100,756.00			
4) General Operating Expenses	\$0.00			
5) Insurance	\$9,000.00			
6) Professional Services	\$162,500.00			
7) Rental of Space/Accommodations	\$0.00			
8) Property, Plant and Equipment	\$51,000.00			
9) Salaries, Wages and Related Costs	\$406,920.00			
10) Training	\$0.00			
11) Travel	\$522,080.00			
TOTAL	\$1,389,911.00			

* Anticipated over-threshold or under-threshold status for Progress Reports; actual over-threshold or under-threshold status for Year End Reports. Please fill out Table 1.1 below. As per the table for the applicable Fiscal Year in section 5 of Schedule 5.
Confidential, without prejudice and under the protection of the February 23, 2017 Mi'kmaq - Nova Scotia - Canada Framework Agreement.

TABLE 1.1

<i>DFO Eligible Costs category</i>	<i>Budgeted amount</i>	<i>Actual expenses \$ amount</i>	<i>Under-budget or over-budget \$ amount</i>	<i>Reason for budget deviation</i>
1) Administration	\$134,155.00			
2) Audit	\$3,500.00			
3) Communications	\$100,756.00			
4) General Operating Expenses	\$0.00			
5) Insurance	\$9,000.00			
6) Professional Services	\$162,500.00			
7) Rental of Space/Accommodations	\$0.00			
8) Property, Plant and Equipment	\$51,000.00			
9) Salaries, Wages and Related Costs	\$406,920.00			
10) Training	\$0.00			
11) Travel	\$522,080.00			
TOTAL	\$1,389,911.00			

TABLE 1.2

<i>Activity letter - #</i>	<i>Name of organization (and project name, if applicable)</i>	<i>Funding amount</i>	<i>Status (P / R / C) *</i>
	TOTAL		X

Section 2 –Products/Reports and Actual Results

Activities From Section 3 of Schedule 5	Status * (in measurable terms)
KEY ELEMENT A: AQUATIC RESOURCE MANAGEMENT AND STEWARDSHIP	
Activity A-1: Governance and Administration Task Description: <ol style="list-style-type: none"> 1) Ongoing implementation of the project. 2) Legal <ol style="list-style-type: none"> a. In house Legal: review of all documents and provision of advice on activities under the process, which will include quarterly review meetings and various facilitated sessions. b. Mi'kmaq Lawyer's Committee review of legal and technical aspects of the NS Mi'kmaq Enrollment Process and Appeals Process. This committee is comprised of the Mi'kmaq Lawyers that are assembled by the Assembly to 	Tasks: [Provide status by individual task as set out in the task description.]

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Activities From Section 3 of Schedule 5	Status * (in measurable terms)
<p>review the different process in which the Mi'kmaq are engaged. These Mi'kmaq individuals are Members of the NS Barristers society and of our NS Mi'kmaq Communities and have a confidence level with Assembly and community members when they review the activities.</p> <p>3) Mi'kmaq Senior Advisor services throughout the project.</p> <p>4) Financial management and oversight of budget.</p> <p>5) Progress and final reports to be prepared for DFO.</p> <p>6) Dialogue with Mi'kmaq Leadership to obtain input and direction on project.</p> <p>7) Attend various meetings</p> <p>Products/Reports to provide to DFO:</p> <p>1. List of meetings including the number of attendees</p>	<p>Products/Reports: *</p> <p>[Insert the title of the product/report and provide a copy of it by hardcopy, CD, DVD or hyperlink when it has been completed.]</p>
<p>Activity A-2: Communications and Outreach</p> <p>Task Description:</p> <p>8) Ongoing website maintenance and update.</p> <p>9) Develop communication material and share with membership and others.</p> <p>Products/Reports to provide to DFO:</p> <p>2. List of communication material produced, and where appropriate, copies of external and public communication material.</p>	<p>Tasks:</p> <p>Products/Reports: *</p>
<p>Activity A-3: Review of Mi'kmaq Enrollment Process</p> <p>Task Description:</p> <p>10) Facilitated review of Mi'kmaq Enrollment Process with Mi'kmaq membership Clerks will include two 1-day meeting and a two-day facilitated meeting with guest speakers.</p> <p>11) Identify procedural gaps that must be addressed in the enrollment process and identify the process for working with membership clerks and communities when the enrollment process is in place.</p> <p>Products/Reports to provide to DFO:</p> <p>3. List of meetings including the number of attendees</p>	<p>Tasks:</p> <p>Products/Reports: *</p>
<p>Activity A-4: Community Outreach</p> <p>Task Description:</p> <p>12) Meeting with Band Councils to get feedback and discuss implementation of the fish governance and Mi'kmaq Enrollment Process.</p> <p>13) Hold a variety of meetings and discussions with Community members, Mi'kmaq leadership, Organisation Committee and Fishery Managers to further discuss the Fish Governance including Mi'kmaq Enrollment Process.</p> <p>14) Plan and hold a two-day Facilitated workshop with members of the Grand Council to seek their input on development of the Mi'kmaq Fisheries Strategy. The Grand Council is the traditional leadership of the Mi'kmaki. They are the traditional leaders that our community members and our leadership look to for both spiritual and political advice.</p> <p>15) Hold a two-day fish symposium with Chiefs and Council members to review Mi'kmaq Fisheries Strategy, review</p>	<p>Tasks:</p> <p>Products/Reports: *</p>

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Activities From Section 3 of Schedule 5	Status * (in measurable terms)
beneficiary process/enrollment process and confirm priorities, direction & strategic plan.	
Products/Reports to provide to DFO: 4. List of meetings including the number of attendees	

* Please insert the title of the product/report in the status section and provide a copy of it by hardcopy, CD, DVD or hyperlink when it has been completed.

TABLE 2.1

For any product/report that did/will not meet the planned timeframe for completion, please explain (add rows as required):

Expected Product/Report	Explanation for delay

Section 3 - Confirmation

Please complete the following:

I hereby confirm that the information provided in this report, including all attachments, is accurate to the best of my knowledge and that I am authorized to sign this report on behalf of the Organization.

<< Option 1: hard copy signature >>

Name: _____

Position: _____

Signature: _____ Date: _____

(contribution agreement authority)

<< Option 2: electronic – check box >>

☐ I have read and agree with the above statements

Name: _____

Position: _____